



ACKNOWLEDGMENT AND RELEASE AGREEMENT

Re: Lot _____ Block _____ Plan _____

In the _____ 1/4 of Section _____ Township _____ Range _____ W _____ M

Hereinafter referred to as the "**Subject Lands**"

Located in the _____ Subdivision Development (the "**Subdivision Development**")

DEVELOPER _____

BUILDER _____

LOT OWNER _____

The Developer, Builder, and Lot Owner hereby each acknowledge, accept and agree that:

1. Rocky View County **HAS NOT ISSUED** Construction Completion Certificates ("**CCCs**") in accordance with the Development Agreement in place for the **Subdivision Development** in which the **Subject Lands** are located.
2. In order to facilitate construction on the **Subject Lands**, the Developer, Builder and Lot Owner, on a joint and several basis, wish to obtain a Building Permit for the construction of a structure on the **Subject Lands** prior to the **CCCs** being issued for the **Subdivision Development**.
3. Because **CCCs** for the **Subdivision Development** have not yet been issued, the following utilities and improvements **MAY NOT BE COMPLETED** during the period of construction on the **Subject Lands** and **MAY NOT BE COMPLETED** prior to the completion of any structure on the **Subject Lands**:
 - a. Fire suppression systems;
 - b. Potable water systems;
 - c. Sanitary sewer systems;
 - d. Stormwater systems;
 - e. Roads, curbs, gutters and sidewalks;
 - f. Park amenities; and/or
 - g. Landscaping
 (collectively referred to as "Services")
4. The Developer, Builder and Lot Owner each acknowledge and accept the following inherent risks associated with proceeding with construction on the **Subject Lands** prior to **CCCs** being issued for the **Subdivision Development** which may cause or contribute to personal injury or death, property damage or economic loss including but not limited to:
 - a. Lack of emergency vehicle (including fire, ambulance and police vehicle) access to the **Subject Lands**,



- b. Lack of fire suppression infrastructure (including water) necessary for fighting fires on the **Subject Lands**,
 - c. Delay or refusal by the Safety Codes Officer to issue Occupancy Permit under the **Safety Codes Act** for any building or residence constructed on the **Subject Lands**, and/or
 - d. Lack of **Services** provided to the **Subject Lands** and **Subdivision Development**.
5. In consideration of Rocky View County issuing a Building Permit for the **Subject Lands** prior to the issuance of **CCCs** for the **Subdivision Development**, the Developer, Builder and Lot Owner, on a joint and several basis, hereby agree as follows:
- a. **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or in equity or under any statute that they have or may have in the future against **ROCKY VIEW COUNTY**, its elected officials, employees, agents, volunteers, representatives, independent contractors and insurers (hereinafter collectively referred to as the "**County**") in relation to any loss, damage, injury, expense or other claim whatsoever related to the issuance of the Building Permit for the **Subject Lands** prior to issuance of **CCCs** for the **Subdivision Development**;
 - b. **TO RELEASE THE County** from any and all liability for any loss, damage, injury or expense that they may suffer as a result the issuance of the Building Permit for the **Subject Lands** prior to issuance of **CCCs** for the **Subdivision Development**, including negligence on the part of the **County**;
 - c. **TO HOLD HARMLESS** (which means to assume the liability inherent in a situation, thereby relieving the other party of responsibility) **AND INDEMNIFY** (which means to secure or protect against hurt, loss or damage and to reimburse for any loss sustained) the **County** from any and all liability for any property damage, personal injury to any third party or other financial loss or expense, including legal expenses and costs resulting from the issuance of the Building Permit for the **Subject Lands** prior to issuance of **CCCs** for the **Subdivision Development**, including negligence on the part of the **County**;
 - d. **TO REGISTER** this **ACKNOWLEDGEMENT AND RELEASE AGREEMENT** on the Certificate of Title to the **Subject Lands** with the Southern Alberta Land Titles Office;
 - e. **TO NOTIFY** any purchasers, lessee, tenants, occupiers and insurers of the **Subject Lands** of this **ACKNOWLEDGEMENT AND RELEASE AGREEMENT** by providing those parties with a copy of this Agreement; and
 - f. **TO REQUIRE** as a condition of any purchase and sale agreement or lease agreement that any purchaser, lessee or tenant of the **Subject Lands** directly enter into the **ACKNOWLEDGEMENT AND RELEASE AGREEMENT** with the County in relation to the Subject Lands.
6. This **ACKNOWLEDGEMENT AND RELEASE AGREEMENT** expires when all **CCCs** have been issued for the **Subdivision Development** in which the **Subject Lands** are located. The provisions of Paragraph 5(a)(b)(c) continue to apply after the expiry of the **ACKNOWLEDGEMENT AND RELEASE AGREEMENT**.
7. The Developer, Builder and Lot Owner have each either obtained independent legal advice or have waived their right to do so prior to signing this **ACKNOWLEDGEMENT AND RELEASE AGREEMENT**.



Each of the parties set out below hereby acknowledge that they have read the foregoing provisions and that they understand the content, import, meaning and legal consequences of signing this document and voluntarily agree and consent to same.

Signed this ___day of _____, 20__.

For the Developer
Print Name:

For the Builder
Print Name:

For the Lot Owner
Print Name:

Witness
Print Name:

Witness
Print Name:

Witness
Print Name:

Date

Date

Date